



**COLDWELL BANKER
COMMERCIAL**
OCEANSIDE
REAL ESTATE

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AGENCY DISCLOSURE, CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Date: _____ Buyer's Agent: _____

Property: 2809 Herd Rd., Duncan, BC, V9L 6A3; legally described as: LOT B SECTION 8 RANGE 6 SOMENOS
DISTRICT PLAN 2758; PID: 006-363-075

Buyer's Name(s): _____
(Please Print Legibly)

Agency Disclosure

John Morris has been appointed by Coldwell as the Vendor's Designated Agent (the "Designated Agent"). The conduct of the Vendor's Designated Agent is closely regulated by the Real Estate Council of British Columbia. Under British Columbia's Real Estate Services Act, agency and disclosure rules effective June 15, 2018 require licensees to inform customers of the duties and responsibilities owed to both clients and unrepresented parties before working with customers. In addition, the Real Estate Act prohibits dual agency. Licensees must make a Disclosure of Representation in Trading Services prior to providing any form of trading services to the customer; including:

- Making representations about the Property;
- Showing the Property;
- Negotiating the terms of a potential sale of the Property;
- Presenting offers for the Property; and
- Receiving deposits for the Property.

Confidentiality & Non - Disclosure Agreement

In connection with the Buyer's consideration of a possible transaction to acquire the above-noted Property/Business, the Buyer and his/her Agent agree to the following terms and conditions:

1. **Genuine Business Interest.** Buyer is genuinely interested in pursuing and possibly purchasing the above referenced Property/Business.
2. **Permitted Use.** Buyer will use the confidential information solely for purposes of evaluating the referenced Property/Business of the Seller.
3. **Confidentiality.** Buyer acknowledges that all information and materials furnished from the Broker concerning the above referenced Property/Business is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by the Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the Property/Business listed above.
4. **Non-Disclosure.** Buyer agrees not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property/Business or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
5. **Discretion.** Buyer agrees not to contact the Property/Business owner(s), employees, suppliers, or customers except through Broker, without the written permission of the broker. Buyer further agrees not to circumvent or interfere with Broker's written contract or verbal agreement with the Seller in any way.
6. **Binding Effect.** This agreement shall be governed and construed in accordance with the laws of Canada and the Province of BC and shall survive the Closing for a period of one year from the date of said closing or agreement. The word "Closing" shall include notification of non-interest on the part of the Buyer.
7. **Cost of Enforcement.** In the event that the Seller commences a judicial action to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorney's fees.
8. **Warranty.** Coldwell Banker Oceanside Real Estate and its Brokers do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. The Buyer should rely on his own verification of this information as a part of his/her own due diligence.
9. **Reproduction Prohibited.** No copies shall be made or retained of any written information supplied to the Buyer by the Seller. At the conclusion of any discussion, negotiation or upon demand by the Seller, all information including written notes, photographs, or notes taken by the Buyer shall be returned to the Seller or Seller's Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this Agreement.

Buyers Signature(s): _____

Date Signed: _____

Phone Number: _____

Email Address: _____